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December 8, 2020

CLERK, UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
300 Quarropas Street  
Room 248  
White Plains, New York 10601-4140

Re: Sears Holdings Corporation<sup>1</sup>  
Case No. 18-23538-rdd

Dear Sir or Madam:

Enclosed herewith please find a Chamber's Copy of a Notice of Motion, Application, and Affidavit of Mailing of same filed by McCabe, Weisberg & Conway, LLC.

Please note that the motion has been scheduled for January 21, 2021 at 10:00a.m. in White Plains, New York.

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<sup>1</sup> Sears Holdings Corporation *fka* A&E Factory Service *fka* Accents for Less *fka* Appliance Liquidators *fka* American Siding & Deck, Inc. *fka* American Windows & Sash, Inc. *aka* Austin Technology Center *aka* Bath and Kitchen Elegance *aka* Bath and Kitchen Elegance of the Desert *aka* Big Beaver of Caguas Development Corporation *aka* Big Beaver of Caguas Development Corporation II *aka* Big Kmart *aka* Big Kmart (#3680) *aka* Central Wholesale Appliance Supply, Inc. *aka* Chantell Marketing *aka* Circle of Beauty Inc. *aka* Delver *aka* Delver.com *aka* Designer Depot *aka* Eblon Technologies India Private Limited *aka* Evoke Productions *aka* FitStudio by Sears *aka* Florida Builder Appliances, Inc. *aka* Garment Rack *aka* HDC Holding Company of Delaware, Inc. *aka* HO. Tampa Development Co. *aka* HO. Tysons Office Investment Co. *aka* ILL, Inc. *aka* JAF, Inc. *aka* KC Kelley Group *aka* Kenmore Direct *aka* Kids Stockroom *aka* Kmart *aka* Kmart Acquisition Corp. *aka* Kmart Apparel Corp. *aka* Kmart Apparel Fashions Corp. *aka* Kmart Apparel Leasing Corp. *aka* Kmart Apparel Service of Atlanta Corp. *aka* Kmart Apparel Service of Des Plaines Corp. *aka* Kmart Apparel Service of Sunnyside Corp. *aka* Kmart Corporation *aka* Kmart Enterprises, Inc. *aka* Kmart Far East Limited *aka* Kmart Financing I *aka* Kmart Global Sourcing Ltd. *aka* Kmart Holding Company *aka* Kmart Holdings, Inc. *aka* Kmart Lessee Operations, LLC *aka* Kmart Management Corporation *aka* Kmart Michigan Property Services, L.L.C. *aka* Kmart of Amsterdam, NY Distribution Center, Inc. *aka* Kmart of Pennsylvania LP *aka* Kmart Pharmacies of Minnesota, Inc. *aka* Kmart Pharmacies, Inc. *aka* Kmart Properties, Inc. *aka* Kmart Stores of Indiana, Inc. *aka* Kmart Stores of TNCP, Inc. *aka* KMI, Inc. *aka* Koolvent Aluminum Products, Inc. *aka* Kresge - Kmart Limited *aka* Little Caesars *aka* Max Acquisition Delaware Inc. *aka* McKids *aka* McKids The Store *aka* McPhail's Appliances *aka* MetaScale Technologies India Private Limited *aka* Monark *aka* Monark Holdings Inc. *aka* Monark of California *aka* Monark Premium Appliance Co. *aka* Monark Premium Appliance Co. of Arizona *aka* Monark Premium Appliance Co. of California *aka* MXSV, Inc. *aka* NTB - National Tire and Battery *aka* NTB-National Tire & Battery *aka* PMB, Inc. *aka* Prairie Buck I, Inc. *aka* Prairie Buck II, Inc. *aka* Private Brands, Ltd. *aka* Relay LLC *aka* San Diego Appliance Sales *aka* Sears *aka* Sears #1284 *aka* Sears Acquisition Corp. *aka* Sears Auto Center *aka* Sears Auto Center #6582 *aka* Sears Auto Centers *aka* Sears Carpet and Upholstery Care, Inc. *aka* Sears Essentials *aka* Sears Grand *aka* Sears Grand #1673 *aka* Sears Holdings Management Corporation *aka* Sears Home Appliance Showrooms *aka* Sears Home Improvement Products (South), Inc. *aka* Sears Home Services *aka* Sears Home&Life *aka* Sears Lessee Operations, LLC *aka* Sears Logistics Services *aka* Sears Logistics Services, Inc. *aka* Sears Merchandise Group *aka* Sears Merchandise Group, Inc. *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency *aka* Sears Protection Company Inc. *aka* Sears Protection Company, Inc. *aka* Sears Technology Services LLC *aka* Sears, Roebuck and Co. *aka* Sears, Roebuck de Mexico, S.A. de V.V. *aka* Sears, Wishbook, Inc. *aka* ServiceLive Direct *aka* SHMC, Inc. *aka* Shop Your Way Local, LLC *aka* shopyourway.com *aka* Sourcing and Technical Services, Inc. *aka* SRC O.P. LLC *aka* SRC Real Estate (TX), LLC *aka* Standards of Excellence *aka* Standards of Excellence Outlet Store *aka* Super K *aka* Super Kmart *aka* SUPER KMART CENTER *aka* Super Kmart Center *aka* Texas Bluelight.com Inc. *aka* The Annex Restaurant *aka* The Great Indoors *aka* Tire Property Holding, Inc. *aka* Tri-Valley Crossings *aka* Troy CMBC Property, L.L.C. *aka* Westar Kitchen & Bath LLC *aka* Westar Kitchen and Bath *aka* Westar Kitchen and Bath, LLC *aka* Western Bluelight.com LLC *aka* WestStar Kitchen and Bath *aka* WestStar Kitchen and Bath LLC *aka* Continental Carpet Cleaning, Inc. *aka* Sears Carpet and Upholstery Care, Inc. *aka* Print Procurement Company, LLC *aka* Print Production Company, LLC *aka* Relay LLC *aka* Shop Your Way Local, LLC *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency

The purpose of this letter is to confirm that the Secured Creditor is hereby waiving its rights under 11 U.S.C. Section 362(e) so that the Court may schedule a hearing on the Secured Creditor's motion for relief from the automatic stay even if such hearing is beyond the time-period prescribed within 11 U.S.C. Section 362(e).

If you have any questions, please feel free to contact me at 914-636-8900.

Very truly yours,

By: /s/ Melissa S. DiCerbo  
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Enc.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

Hearing Date: January 21, 2021  
Hearing Time: 10:00a.m.

In Re:

Sears Holdings Corporation<sup>1</sup>,

Debtor

**NOTICE OF MOTION FOR  
TERMINATION OF AUTOMATIC  
STAY**

Case No. 18-23538-rdd  
Chapter 11

Assigned to:  
Hon. Robert D. Drain  
Bankruptcy Judge

Please take notice that Nationstar Mortgage LLC d/b/a Mr. Cooper, or successor or assigns, by the undersigned attorneys, will move this Court on January 21, 2021 at 10:00a.m. or as soon thereafter as counsel can be heard, at the United States Bankruptcy Court, 300 Quarropas Street, Room 248, White Plains, New York 10601-4140 for an Order pursuant to 11 U.S.C. §362(d)(1) terminating the automatic stay as to movant's, or successor or assigns, by interest in the real property commonly known as 225-33 113th Drive, Queens Village, NY 11429 and for such other relief as the Court may deem proper.

<sup>1</sup> Sears Holdings Corporation *fka* A&E Factory Service *fka* Accents for Less *fka* Appliance Liquidators *fka* American Siding & Deck, Inc. *fka* American Windows & Sash, Inc. *aka* Austin Technology Center *aka* Bath and Kitchen Elegance *aka* Bath and Kitchen Elegance of the Desert *aka* Big Beaver of Caguas Development Corporation *aka* Big Beaver of Caguas Development Corporation II *aka* Big Kmart *aka* Big Kmart (#3680) *aka* Central Wholesale Appliance Supply, Inc. *aka* Chantell Marketing *aka* Circle of Beauty Inc. *aka* Delver *aka* Delver.com *aka* Designer Depot *aka* Eblon Technologies India Private Limited *aka* Evoke Productions *aka* FitStudio by Sears *aka* Florida Builder Appliances, Inc. *aka* Garment Rack *aka* HDC Holding Company of Delaware, Inc. *aka* HO. Tampa Development Co. *aka* HO. Tysons Office Investment Co. *aka* ILJ, Inc. *aka* JAF, Inc. *aka* KC Kelley Group *aka* Kenmore Direct *aka* Kids Stockroom *aka* Kmart *aka* Kmart Acquisition Corp. *aka* Kmart Apparel Corp. *aka* Kmart Apparel Fashions Corp. *aka* Kmart Apparel Leasing Corp. *aka* Kmart Apparel Service of Atlanta Corp. *aka* Kmart Apparel Service of Des Plaines Corp. *aka* Kmart Apparel Service of Sunnyvale Corp. *aka* Kmart Corporation *aka* Kmart Enterprises, Inc. *aka* Kmart Far East Limited *aka* Kmart Financing I *aka* Kmart Global Sourcing Ltd. *aka* Kmart Holding Company *aka* Kmart Holdings, Inc. *aka* Kmart Lessee Operations, LLC *aka* Kmart Management Corporation *aka* Kmart Michigan Property Services, L.L.C. *aka* Kmart of Amsterdam, NY Distribution Center, Inc. *aka* Kmart of Pennsylvania LP *aka* Kmart Pharmacies of Minnesota, Inc. *aka* Kmart Pharmacies, Inc. *aka* Kmart Properties, Inc. *aka* Kmart Stores of Indiana, Inc. *aka* Kmart Stores of TNCP, Inc. *aka* KMI, Inc. *aka* Koolvent Aluminum Products, Inc. *aka* Kresge - Kmart Limited *aka* Little Caesars *aka* Max Acquisition Delaware Inc. *aka* McKids *aka* McKids The Store *aka* McPhail's Appliances *aka* MetaScale Technologies India Private Limited *aka* Monark *aka* Monark Holdings Inc. *aka* Monark of California *aka* Monark Premium Appliance Co. *aka* Monark Premium Appliance Co. of Arizona *aka* Monark Premium Appliance Co. of California *aka* MXSV, Inc. *aka* NTB - National Tire and Battery *aka* NTB-National Tire & Battery *aka* PMB, Inc. *aka* Prairie Buck I, Inc. *aka* Prairie Buck II, Inc. *aka* Private Brands, Ltd. *aka* Relay LLC *aka* San Diego Appliance Sales *aka* Sears *aka* Sears #1284 *aka* Sears Acquisition Corp. *aka* Sears Auto Center *aka* Sears Auto Center #6582 *aka* Sears Auto Centers *aka* Sears Carpet and Upholstery Care, Inc. *aka* Sears Essentials *aka* Sears Grand *aka* Sears Grand #1673 *aka* Sears Holdings Management Corporation *aka* Sears Home Appliance Showrooms *aka* Sears Home Improvement Products (South), Inc. *aka* Sears Home Services *aka* Sears Home&Life *aka* Sears Lessee Operations, LLC *aka* Sears Logistics Services *aka* Sears Logistics Services, Inc. *aka* Sears Merchandise Group *aka* Sears Merchandise Group, Inc. *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency *aka* Sears Protection Company Inc. *aka* Sears Protection Company, Inc. *aka* Sears Technology Services LLC *aka* Sears, Roebuck and Co. *aka* Sears, Roebuck de Mexico, S.A. de V.V. *aka* Sears, Wishbook, Inc. *aka* ServiceLive Direct *aka* SHMC, Inc. *aka* Shop Your Way Local, LLC *aka* shopyourway.com *aka* Sourcing and Technical Services, Inc. *aka* SRC O.P. LLC *aka* SRC Real Estate (TX), LLC *aka* Standards of Excellence *aka* Standards of Excellence Outlet Store *aka* Super K *aka* Super Kmart *aka* SUPER KMART CENTER *aka* Super Kmart Center *aka* Super Kmart Center *aka* Texas Bluelight.com Inc. *aka* The Annex Restaurant *aka* The Great Indoors *aka* Tire Property Holding, Inc. *aka* Tri-Valley Crossings *aka* Troy CMBC Property, L.L.C. *aka* Westar Kitchen & Bath LLC *aka* Westar Kitchen and Bath *aka* Westar Kitchen and Bath, LLC *aka* Western Bluelight.com LLC *aka* WestStar Kitchen and Bath *aka* WestStar Kitchen and Bath LLC *aka* Continental Carpet Cleaning, Inc. *aka* Sears Carpet and Upholstery Care, Inc. *aka* Print Procurement Company, LLC *aka* Print Production Company, LLC *aka* Relay LLC *aka* Shop Your Way Local, LLC *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency

DATED: December 8, 2020  
New Rochelle, New York

Respectfully submitted,

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In Re:

Sears Holdings Corporation<sup>1</sup>,  
Debtor

Case No. 18-23538-rdd  
Chapter 11

Assigned to:  
Hon. Robert D. Drain  
Bankruptcy Judge

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**MOTION FOR ORDER PURSUANT TO SECTION 362(d) OF  
THE BANKRUPTCY CODE GRANTING RELIEF FROM THE AUTOMATIC STAY**

**INTRODUCTION**

Nationstar Mortgage LLC d/b/a Mr. Cooper, or successor or assigns, (the "Secured Creditor"), by and through its counsel, McCabe, Weisberg & Conway, LLC, as and for its motion (the "Motion") for an order pursuant to 11 U.S.C. § 362(d) and Rule 4001 of the Federal Rules of Bankruptcy Procedure granting it relief from the automatic stay imposed by 11 U.S.C. § 362(a), and permitting the Secured Creditor to exercise all of its rights and remedies with respect to its security interest in the real property commonly known as 225-33 113th Drive, Queens Village, NY 11429 (the "Mortgaged Premises"),

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<sup>1</sup> Sears, Holdings Corporation *fka* A&E Factory Service *fka* Accents for Less *fka* Appliance Liquidators *fka* American Siding & Deck, Inc. *fka* American Windows & Sash, Inc. *aka* Austin Technology Center *aka* Bath and Kitchen Elegance *aka* Bath and Kitchen Elegance of the Desert *aka* Big Beaver of Caguas Development Corporation *aka* Big Beaver of Caguas Development Corporation II *aka* Big Kmart *aka* Big Kmart (#3680) *aka* Central Wholesale Appliance Supply, Inc. *aka* Chantell Marketing *aka* Circle of Beauty Inc. *aka* Delver *aka* Delver.com *aka* Designer Depot *aka* Eblon Technologies India Private Limited *aka* Evoke Productions *aka* FitStudio by Sears *aka* Florida Builder Appliances, Inc. *aka* Garment Rack *aka* HDC Holding Company of Delaware, Inc. *aka* HO. Tampa Development Co. *aka* HO. Tysons Office Investment Co. *aka* ILL, Inc. *aka* JAF, Inc. *aka* KC Kelley Group *aka* Kenmore Direct *aka* Kids Stockroom *aka* Kmart *aka* Kmart Acquisition Corp. *aka* Kmart Apparel Corp. *aka* Kmart Apparel Fashions Corp. *aka* Kmart Apparel Leasing Corp. *aka* Kmart Apparel Service of Atlanta Corp. *aka* Kmart Apparel Service of Des Plaines Corp. *aka* Kmart Apparel Service of Sunnyvale Corp. *aka* Kmart Corporation *aka* Kmart Enterprises, Inc. *aka* Kmart Far East Limited *aka* Kmart Financing I *aka* Kmart Global Sourcing Ltd. *aka* Kmart Holding Company *aka* Kmart Holdings, Inc. *aka* Kmart Lessee Operations, LLC *aka* Kmart Management Corporation *aka* Kmart Michigan Property Services, L.L.C. *aka* Kmart of Amsterdam, NY Distribution Center, Inc. *aka* Kmart of Pennsylvania LP *aka* Kmart Pharmacies of Minnesota, Inc. *aka* Kmart Pharmacies, Inc. *aka* Kmart Properties, Inc. *aka* Kmart Stores of Indiana, Inc. *aka* Kmart Stores of TNCP, Inc. *aka* KMI, Inc. *aka* Koolvent Aluminum Products, Inc. *aka* Kresge - Kmart Limited *aka* Little Caesars *aka* Max Acquisition Delaware Inc. *aka* McKids *aka* McKids The Store *aka* McPhail's Appliances *aka* MetaScale Technologies India Private Limited *aka* Monark *aka* Monark Holdings Inc. *aka* Monark of California *aka* Monark Premium Appliance Co. *aka* Monark Premium Appliance Co. of Arizona *aka* Monark Premium Appliance Co. of California *aka* MXSV, Inc. *aka* NTB - National Tire and Battery *aka* NTB-National Tire & Battery *aka* PMB, Inc. *aka* Prairie Buck I, Inc. *aka* Prairie Buck II, Inc. *aka* Private Brands, Ltd. *aka* Relay LLC *aka* San Diego Appliance Sales *aka* Sears *aka* Sears #1284 *aka* Sears Acquisition Corp. *aka* Sears Auto Center *aka* Sears Auto Center #6582 *aka* Sears Auto Centers *aka* Sears Carpet and Upholstery Care, Inc. *aka* Sears Essentials *aka* Sears Grand *aka* Sears Grand #1673 *aka* Sears Holdings Management Corporation *aka* Sears Home Appliance Showrooms *aka* Sears Home Improvement Products (South), Inc. *aka* Sears Home Services *aka* Sears Home&Life *aka* Sears Lessee Operations, LLC *aka* Sears Logistics Services *aka* Sears Logistics Services, Inc. *aka* Sears Merchandise Group *aka* Sears Merchandise Group, Inc. *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency *aka* Sears Protection Company Inc. *aka* Sears Protection Company, Inc. *aka* Sears Technology Services LLC *aka* Sears, Roebuck and Co. *aka* Sears, Roebuck de Mexico, S.A. de V.V. *aka* Sears, Wishbook, Inc. *aka* ServiceLive Direct *aka* SHMC, Inc. *aka* Shop Your Way Local, LLC *aka* shopyourway.com *aka* Sourcing and Technical Services, Inc. *aka* SRC O.P. LLC *aka* SRC Real Estate (TX), LLC *aka* Standards of Excellence *aka* Standards of Excellence Outlet Store *aka* Super K *aka* Super Kmart *aka* SUPER KMART CENTER *aka* Super Kmart Center *aka* Super Kmart Center *aka* Texas Bluelight.com Inc. *aka* The Annex Restaurant *aka* The Great Indoors *aka* Tire Property Holding, Inc. *aka* Tri-Valley Crossings *aka* Troy CMBC Property, L.L.C. *aka* Westar Kitchen & Bath LLC *aka* Westar Kitchen and Bath *aka* Westar Kitchen and Bath, LLC *aka* Western Bluelight.com LLC *aka* WestStar Kitchen and Bath *aka* WestStar Kitchen and Bath LLC *aka* Continental Carpet Cleaning, Inc. *aka* Sears Carpet and Upholstery Care, Inc. *aka* Print Procurement Company, LLC *aka* Print Production Company, LLC *aka* Relay LLC *aka* Shop Your Way Local, LLC *aka* Sears New York Insurance Agency *aka* Sears Oklahoma Insurance Agency



respectfully represents and states as follows:

### **PROCEDURE**

1. On October 15, 2018, Sears Holdings Corporation (the “Debtor”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code with this Court, and an order for relief was duly entered.

### **JURISDICTION**

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper in this jurisdiction pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicate for the relief requested herein is 11 U.S.C. § 362(d).

### **BACKGROUND**

3. On or about July 21, 1992, Mildred Rodgers (the “Borrower”) executed and delivered to Midcoast Mortgage Corporation a Note and Mortgage dated July 21, 1992 in the original principal amount of \$65,000.00. The Note is secured by a valid and perfected lien in and security interest against the Borrower’s real property located at and commonly known as 225-33 113th Drive, Queens Village, NY 11429. Annexed hereto as **Exhibit “A”** is a copy of said Loan Documents.

4. Sears Holdings Corporation, (the “Debtor”) on the Debtors in the above captioned Chapter 11 Bankruptcy case has a judgment lien against the Property. Debtor is the Junior Lienholder to Movant’s Mortgage and the Debtor is therefore named as a defendant in Movant’s foreclosure action. Movant’s foreclosure action does not seek any award against the Debtor or its successors in interest; Debtor is simply named as a Defendant in the foreclosure because of the Debtor’s Judgment Lien on the Property. Annexed hereto as **Exhibit “B”** is a copy of said Notice of Judgment of Foreclosure and Sale.

5. Debtor has no ownership interest in the Property and allowing Movant to proceed with its foreclosure action will not harm the Debtor, its successors or assigns, and the foreclosure sale will allow the Debtor to immediately receive the value in the Property, if any, against which the Debtor’s Judgment Lien is actually secured.

**THE AUTOMATIC STAY SHOULD BE VACATED**

6. The Court may grant the relief requested herein pursuant to Bankruptcy Rules 2002(m), 9007, and 1015(c). Bankruptcy Rules 2002(m) and 9007 empower the Court with the general authority to regulate the manner in which notices required under the Bankruptcy Rules are provided. Specifically, Bankruptcy Rule 2002(m) provides that “[t]he court may from time to time enter orders designating the matters in respect to which, the entity to whom, and the form and manner in which notices shall be sent except as otherwise provided by these rules.” Fed. R. Bankr. P. 2002(m). Bankruptcy Rule 9007 further provides that “[w]hen notice is to be given under these rules, the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given.” Fed R. Bankr. P. 9007. Further, Bankruptcy Rule 1015(c) provides that when, as here, two or more cases are being administered jointly, the Court may enter orders “as may tend to avoid unnecessary costs and delay.” Fed R. Bankr. P. 1015(c).

7. The relief requested herein is further supported by section 105(a) of the Bankruptcy Code which provides, in pertinent part, that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The Debtors submit that implementation of the Case Management Procedures is appropriate in these chapter 11 cases and well within the Court’s equitable powers under section 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002(m), 9007, and 1015(c).

8. The Debtors submit that approval of the Case Management Procedures is in the best interests of the Debtors and their estates. The Case Management Procedures, if implemented, will ensure that these chapter 11 cases are administered efficiently and economically. For example, by authorizing the Debtors to schedule omnibus hearing dates, establish clear timelines for the filing of requests for relief, and allow, with certain exceptions, for electronic service, the Case Management Procedures will assist the Debtors and the Court with the orderly and efficient administration of these chapter 11 cases and negate the need for procedural disputes or frequent piecemeal hearings. The Case Management Procedures will thus enable the Debtors to preserve their funds, thereby benefiting the Debtors and their estates.

9. Section 362(d) of the United States Bankruptcy Code (the “Code”) provides in pertinent part:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- 1) for cause, including the lack of adequate protection of an interest in property of such party in interest;
- 2) with respect to a stay of an act against property under subsection (a) of this section if-
  - (A) the debtor does not have an equity in such property; and
  - (B) such property is not necessary to an effective reorganization.

10. Section 362(d)(1) of the Code is applicable to applications to lift the automatic stay for cause. The party seeking relief from the automatic stay has the initial burden of establishing “cause.” *In re Mazzeo*, 167 F.3d 139, 142 (2d Cir. 1999); *In re Godt*, 282 B.R. 577, 584 (E.D.N.Y. 2002). Once the movant, or successor or assigns, establishes a *prima facie* case of cause to lift the stay, the burden shifts to the debtor. *Id.*

11. As set forth above, cause exists to vacate the automatic stay as Debtor does not have any equity in such property and the property is not necessary to an effective reorganization.

12. Further, it is respectfully submitted that Secured Creditor’s interest in the Mortgaged Premises will not be adequately protected if the automatic stay is allowed to remain in effect.

13. Alternatively, in the event relief from automatic stay is not granted, Secured Creditor respectfully requests that the Court compel the Debtor to:

- a. Cure any and all defaults of payment obligations arising post-petition pursuant to the terms and conditions of the Mortgage and Note;
- b. Make payments in timely fashion thereunder;
- c. Maintain adequate and continuous insurance coverage on the Mortgaged Premises; and

d. Provide Secured Creditor with adequate assurance of future performance.

14. A copy of a proposed Order granting the relief sought by Secured Creditor is annexed hereto as **Exhibit “C”**.

15. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclosure if necessary.

### **CONCLUSION**

**WHEREFORE**, Secured Creditor respectfully requests that this Court enter an Order vacating the automatic stay pursuant to 11 U.S.C. § 362(d) as to Secured Creditor's interest in the Mortgaged Premises, together with such other, further and different relief as this Court deems just and proper.

DATED: December 8, 2020  
New Rochelle, New York

By: /s/ Melissa S. DiCerbo  
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